

CONTRACT	A. G. Contract No. KR93 2810TRN
01-04-S-118583-0294	JPA No.: 93-176
AGREEMENT NO.	ECS File No.: 94-76
	Project: F-075-1-906/H3685 01X
	Section: SR-85 MP 40 - 43.50
This number must appear on all invoices, correspondence, and documents pertaining to contract.	

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

PIMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 8 March, 1994, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PIMA COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State has a requirement for various pavement maintenance overlay services on SR-85 near Ajo, Arizona. The County has planned a similar project in the vicinity and has agreed to accomplish the State's work on behalf of the State, at an estimated cost of \$56,125.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>18436</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>03/08/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Nancy V. Greenwood</u>

II. SCOPE OF WORK

1. The County will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate State review comments on the State's portion of the work.

b. With the State's Project incorporated as an additive bid item, call for bids, and, with the concurrence of the State, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the County on the County's portion of the work.

c. No more often than monthly, invoice the State on a cost reimbursement basis for the reasonable direct actual cost of the work performed on the State's Project, in a total amount not to exceed \$65,000.00.

d. Upon completion, and with the concurrence of the State, approve and accept the Project on behalf of the State.

2. The State will:

a. Review the design/bid documents and provide comments.

b. After bid opening but prior to award, provide the County written concurrence for County contract award of the State's Project.

c. Attend the County/contractor preconstruction conference. Provide State personnel for construction administration and inspection, traffic control and striping on the State's portion of the work. Retain sole approval authority for contract modifications on the State's Project. Be responsible for any contractor claims for extra compensation attributable to the State on the State's Project.

d. Reimburse the County for the reasonable direct actual cost of work performed on the State's Project, within thirty (30) days after receipt and approval of invoices, in a total amount not to exceed \$65,000.00.

e. Upon completion and acceptance of the work by the County on behalf of the parties hereto, provide maintenance to the State's Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Pima County
County Administrator
130 West Congress - 11th Floor
Tucson, AZ 85701

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

PIMA COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By Mike Boyd
MIKE BOYD, Chairman
Board of Supervisors

By Robert P. Mickelson
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

ATTEST

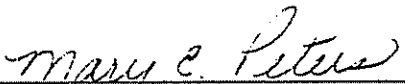
By Jane Williams
JANE WILLIAMS
Clerk of the Board

JPA 93-176

RESOLUTION

BE IT RESOLVED on this 3rd day of November 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pima County for the purpose of defining responsibilities for the design and construction of various maintenance AC overlays on SR-85 near Ajo, Arizona.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


LARRY S. BONINE
Director

RESOLUTION NO. 1994 7

RESOLUTION OF PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN PIMA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, (ADOT), WHICH AGREEMENT PROVIDES FOR VARIOUS MAINTENANCE OVERLAY ACTIVITIES WITHIN THE COMMUNITY OF AJO, PIMA COUNTY, ARIZONA. (JPA 93-176).

(DISTRICT 3)

WHEREAS, Pima County has determined it to be in the best interest of the Public to enter into an agreement with ADOT for the purpose of providing funding for joint maintenance overlay services, and defining responsibilities of the parties for the asphaltic overlay of designated streets and roads within the community of Ajo, Arizona, and

WHEREAS, ADOT has a requirement for overlay maintenance activities in Ajo, and ADOT wishes to utilize Pima County capabilities to complete those activities, and

WHEREAS, Pima County has a requirement for overlay maintenance activities in Ajo and is willing to incorporate ADOT's overlay maintenance activities into the Pima County Bid for the combined activities in order to achieve possible cost savings.

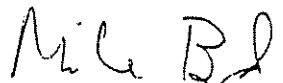
NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED:

THAT Pima County enter into an agreement with ADOT for the purpose of providing funding and defining the responsibilities of the parties for joint maintenance overlay services in Ajo, Arizona. (JPA 93-176).


THAT the Chairman of this Board is hereby authorized and directed to sign the Intergovernmental Agreement with the Arizona Department of Transportation.

PASSED, ADOPTED AND APPROVED this 1st day of Feb 1994.

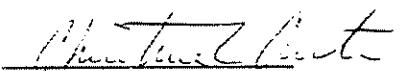
PIMA COUNTY BOARD OF SUPERVISORS


Chairman FEB - 8 1994

ATTEST:


Clerk Board of Supervisors

APPROVED AS TO FORM:

 1-13-94
Deputy County Attorney

APPROVAL

The foregoing Intergovernmental Agreement (JPA 93-176: Funding for Overlay Work in Ajo, Arizona) by and between Arizona Department of Transportation. and Pima County, has been reviewed this 27th day of December, 1993, and is hereby approved as to content.

A handwritten signature in black ink, appearing to read "John M. Bernal", written over a horizontal line.

John M. Bernal

Director

Pima County Department of Transportation
and Flood Control District

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and PIMA COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 8th day of December, 1993.

Christine L. Cant

Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2810-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of March, 1994.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsc
8365G